

The allegations contained in Paragraph 15 of the complaint are denied.

16.

The allegations contained in Paragraph 16 of the complaint are denied as written.

17.

The allegations contained in Paragraph 17 of the complaint are denied as written and/or for lack of sufficient information to justify a belief therein.

18.

The allegations contained in Paragraph 18 of the complaint are denied and/or denied as written.

19.

The allegations contained in Paragraph 19 of the complaint are denied and/or denied as written.

20.

The allegations contained in Paragraph 20 of the complaint are denied and/or denied as written.

21.

The allegations contained in Paragraph 21 of the complaint are denied and/or denied as written.

22.

The allegations contained in Paragraph 22 (insofar as they require a response) of the complaint are denied and/or denied as written, out of an abundance of caution.

23.

The allegations contained in Paragraph 23 of the complaint are denied and/or denied as written.

24.

The allegations contained in Paragraph 24 of the complaint are denied and/or denied as written.

25.

The allegations contained in Paragraph 25 of the complaint are denied as written and/or for lack of sufficient information to justify a belief therein.

26.

The allegations contained in Paragraph 26 of the complaint are denied and/or denied as written.

27.

The allegations contained in Paragraph 27 of the complaint are denied and/or denied as written, including subparts(a), (b), (c), (d) and (e) thereof.

28.

The allegations contained in Paragraph 28 of the complaint are denied and/or denied as written.

29.

The allegations contained in Paragraph 29 of the complaint are denied as written. Clay and D'Agostino further plead and state that their actions in this matter were legal, appropriate and within

their qualified immunity.

30.

The allegations contained in Paragraph 30 of the complaint are denied and/or denied as written, including subparts (a), (b), (c), and (d) thereof.

31.

The allegations contained in Paragraph 31 of the complaint are denied and or denied as written.

32.

The allegations contained in Paragraph 32 of the complaint are denied and/or denied as written.

33.

The allegations contained in Paragraph 33 of the complaint are denied and/or denied as written.

VI. INJUNCTIVE RELIEF

34.

Clay and D'Agostino deny that plaintiff is/was entitled to injunctive relief as alleged in Paragraph 34, but are cogniscent of, and have complied with, this Court's order/judgment.

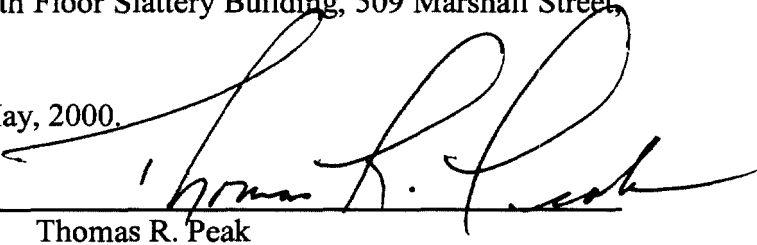
35.

The allegations contained in Paragraph 35 of the complaint are denied and/or denied as written.

- CERTIFICATE -

I certify that a copy of the foregoing was this day mailed, postage prepaid, to F. Michael Carmody, Davis, Flanagan & Carmody, Fourteenth Floor Slattery Building, 509 Marshall Street, Suite 1400, Shreveport, Louisiana 71101-3575.

Baton Rouge, Louisiana this 24th day of May, 2000.



Thomas R. Peak

#57474v1 -Answer to 2nd Supp Amended Petition.wpd

